

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to give an update on the Special Assessment Area (SAA) and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, November 15, 2016, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

NEW BUSINESS:

7:05 Construction Options for 650 West Street Improvement Project

7:45 Street Cross Section Approval for the 650 West Street Improvement Project

8:30 Design Engineer for the 650 West Street Improvement Project

SUMMARY ACTION:

8:35 Minute Motion Approving Summary Action List

1. Resolution and Agreement with Davis Metro Narcotics Task Force

GOVERNING BODY REPORTS:

8:40 City Manager Report

1. Police Monthly Activity Report for October

8:45 City Council Committee Reports

9:00 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 10th day of November, 2016.

FARMINGTON CITY CORPORATION

By: _____
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
November 15, 2016

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Council Member Brigham Mellor give the invocation to the meeting and it is requested that Mayor Jim Talbot lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
November 15, 2016

S U B J E C T: Construction Options for 650 West Street Improvement Project

ACTION TO BE CONSIDERED:

Approve by motion option 1 or 2 as contained in the background portion of this report.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell, City Engineer.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: November 15, 2016

SUBJECT: **OPTIONS TO CONSTRUCT 650 WEST STREET IMPROVEMENT PROJECT**

RECCOMENDATION

Approve by motion option 1 or 2 as contained in the background portion of this report.

BACKGROUND

Throughout the SAA process for the 650 West Improvement Project City Staff has developed a possible alternative to construct the project if the SAA is voted down. The streets in this area need to be reconstructed and improved to meet the demands that will occur with the high school and other developments and growth. The SAA was recommended as a way to get the improvements constructed, provide a financing option for residents with extension agreements, have the remaining residents pay for a portion of the improvements, and with a substantial portion of the costs covered from other City sources so as to complete all of the roads in the area. Without the SAA the total construction cost of the project has not changed, below is the cost of the project and the funds that can be allocated to it:

Total project construction cost -	\$4.2 million
City General fund -	\$574,000
City Prop 1 (2 years) -	\$550,000
City Impact fees -	\$968,864
Miller Meadows -	\$133,334
High School Frontage (DSD) -	\$509,887
Tiger Grant -	\$700,000
Unfunded (SAA Portion) -	\$763,915

If the City allocates the funds that they had been willing to commit towards the SAA and along with the funds listed above there is still a shortfall of \$763,915. This shortfall does not include any bonding and financing costs that could occur depending on how the City funds the project.

The City still has approximately 53 extension agreements that can be called throughout the project. The cost assessed to each resident with an extension agreement is different depending on whether

they live in the Tiger Grant boundary and on their specific extension agreement. Below are two options that involve calling the extension agreements:

1. Call the extension agreements in their entirety, it is estimated that anywhere from \$500,000 – 600,000 could be paid by these agreements. If the extension agreements are called the shortfall that the City would have to contribute is approximately \$270,000.
2. Call the extension agreements in their entirety but have the City's Prop 1 funds allocated to cover the asphalt portion of each respective extension agreement. Those residents on 650 West and Glovers would not have pay for all of the sidewalk due to the Tiger Grant but the residents will need to cover the City's 20% match. It is estimated that the extension agreements could pay between \$250,000-300,000 leaving the City with a shortfall of approximately \$600,000.

The extension agreement costs all vary depending on the wording of the agreement. The estimates include the curb, gutter, sidewalk, and asphalt extension with the associated items needed to complete those listed in the agreement.

It is proposed that whether or not the SAA passes, that the City design and bid the project as soon as possible to capture a favorable bid. As outlined in option 2 the City will construct the project by using the above funding and calling on the extension agreements along the roads in the current SAA boundary. After the project bids, if there is still a funding shortfall as estimated, the project will then decrease its scope and focus on completing the 650 West and Glovers Lane portions only.

SUPPLEMENTAL INFORMATION

None

Respectively Submitted



Chad Boshell
City Engineer

Reviewed and Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
November 15, 2016

S U B J E C T: Street Cross Section Approval for the 650 West Street Improvement Project

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell, City Engineer.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: November 15, 2016

SUBJECT: **CONSIDER APPROVAL OF THE STREET CROSS SECTION FOR THE 650 WEST STREET IMPROVEMENT PROJECT**

RECOMMENDATION

Approve one of the following street cross sections for the 650 West Street Improvement Project:

1. Approve the following street cross sections :
 - a. Glovers Lane from the Legacy overpass to Country Lane shall be the standard 80' ROW with sidewalk per Exhibit B.
 - b. 650 West shall be the standard 66' ROW with sidewalk per Exhibit A.
 - c. 500 South shall be the standard 66' ROW with sidewalk per Exhibit A.
 - d. 1100 West shall be improved on the remaining portions on the west side only and leave the east side un touched until we have clarity on the future road issues. The west side side treatments will adhere to the standard 80' ROW.

OR

2. Approve the following street cross sections :
 - a. Glovers Lane from the Legacy overpass to Country Lane shall be the standard 80' ROW with sidewalk per Exhibit B.
 - b. 650 West shall be the standard 66' ROW per Exhibit A with sidewalk on the east side and an equestrian trail on the west from Glovers Lane to 500 South.
 - c. 500 South shall be the standard 66' ROW per Exhibit A with sidewalk on the south and trail on the north.
 - d. 1100 West shall be improved on the remaining portions on the west side only and leave the east side un touched until we have clarity on the future road issues. The west side side treatments will adhere to the standard 80' ROW.

BACKGROUND

City staff has had three meetings with various residents that live on 650 West and 1100 West to discuss concerns about the SAA and the street improvements. Much of the discussions have been about the cross sections of the roads in the SAA. City Staff and its consultants need direction from

the City Council on the cross section of the roads so that design can commence and any additional ROW be purchased. The following discussion will focus on each road in the SAA and discuss some of the concerns and desires of the residents in the area.

Glovers Lane is a major collector road which will have an 80' ROW with 52' of asphalt and sidewalks on both sides. Exhibit B is the planned cross section for this street. Staff is not aware of any concerns from the residents regarding the proposed cross section. Due to the intents and use of Glovers Lane to convey people to the Frontage Road, 650 West, 1100 West, and 1525 West staff recommends using the cross section depicted in Exhibit B.

The discussions with the residents about 650 West, 500 South, and 1100 West were much different with many varied opinions and ideas on what the cross sections should be. Below is a list of concerns and desires that were discussed:

- There should be a rural feel to the road and area.
- Some did not want curb and gutter.
- Some wanted rolled curb or a cross gutter as the curb.
- Some were okay with the standard cross section.
- Some wanted a wider street while others wanted a narrower one.
- They all agreed that the road should be striped.
- Roads in Park City were mentioned quite a bit which does not have curb and gutter and asphalt trails.
- Some wanted equestrian trails of some kind.
- It was discussed to only have sidewalk on one side with nothing on the other.

To summarize the discussions we had with the residents is that there exists a lot of uncertainty in what to expect with the finished product with a lot of different visions of what it should look like.

No matter what is chosen for a cross section, you are not going to reach a neighborhood consensus. To accurately make a decision on the cross section of these roads the following needs to be considered:

- 650 West and 1100 West are at a minimum minor collector streets with 1100 West becoming a major collector in the future. These routes have been planned to be collector roads for many years and will convey a lot of traffic each day.
- 500 South is planned to be a minor collector road and should remain that way as it is the only east-west connection between Clark Lane and Glovers Lane.
- Curb and gutter is needed to manage storm water, create boundaries, protect asphalt, protect private property, manage parking, and contain vehicular traffic.
- Park strips are used for aesthetic purposes and snow storage in the winter.
- Sidewalk is needed for the Canyon Creek Elementary School kids and for the new high school students.

The desire by some residences to keep the rural feel on 650 West by not having curb and gutter does not match what the City has been allowing in West Farmington. 650 West, 1100 West, and 500 South need to be improved with curb, gutter, and sidewalk for the safety of the pedestrians and school children, improve and maintain projected vehicular volumes while maintaining and increasing safety, and to improve storm water drainage. Attached are pictures of roads in Park City and Holiday

that do not have curb and gutter, these roads have different uses, traffic volumes, and locations. In Farmington the Summerset Subdivision and portions of Main Street do not have curb and gutter. The City does not and has refused to take over ownership and maintenance of the Summerset storm drain due to the lack of curb and gutter. These areas pose problems for the City to maintain adequate storm drain and to maintain the roads. The City has for many years tried to get the rest of Main Street improved.

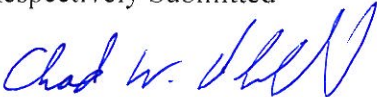
Much discussion and some desire has been shown to have equestrian trails installed with the project. There are two recommendations for street cross sections in this report, the second one includes equestrian trails. If equestrian trails are selected than the City Council needs to make a commitment to have them at some point in the future installed along one side of the following roads: 650 West from Glovers Lane to 500 South, 500 South on the north side, 1100 West from 500 South to the D&RG trail on the east side, and on future improvements along 1525 West, 1100 West on the west side and Glovers Lane from 650 West to the west on the south side of the road. Due to the available ROW the equestrian trails could only be 5' wide to allow for a park strip with mow curbs to contain the trail. It is not recommended to use asphalt for the trail as it is difficult to install and maintain a 5' wide asphalt trail, City Staff recommends using a crushed gravel for the trail. During parts of the winter the trail would not be usable for pedestrians due to the inability to shovel / plow a gravel trail. A 5' equestrian trail is probably too narrow but widening it would eliminate the park strip or need additional ROW, both of which could have negative consequences for the abutting homeowners.

With the new schools, parks, and development the majority of the residents in the area would use the sidewalks rather than equestrian trails. The west side of Farmington has changed, it is not the same rural area that it once was to the disappointment of many residents. There are not as many residents living the rural lifestyle with horses and other animals. History demonstrates if trends continue the majority of those with horses will move on at some point in the future. If trails are installed and at a later date the City Council wants to install sidewalk the cost of the sidewalk will be shouldered by the entire City. The extension agreements will only pay for the improvements once whether it is sidewalk or trails and the Tiger Grant is a onetime affair. After meeting with many of the residents, considering their concerns, and weighing the pros and cons and future development City Staff recommends approving option 1, installing sidewalk on both sides of the roads.

SUPPLEMENTAL INFORMATION

1. Exhibit A – 66' ROW
2. Exhibit B – 80' ROW
3. Pictures

Respectively Submitted



Chad Boshell
City Engineer

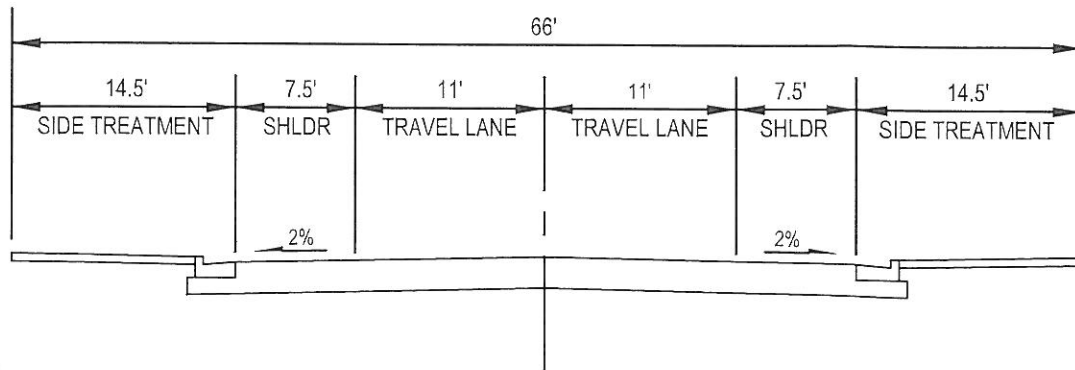
Reviewed and Concur



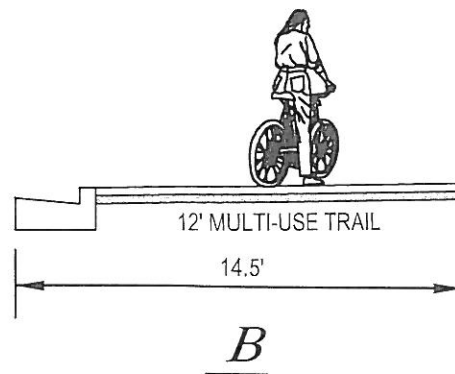
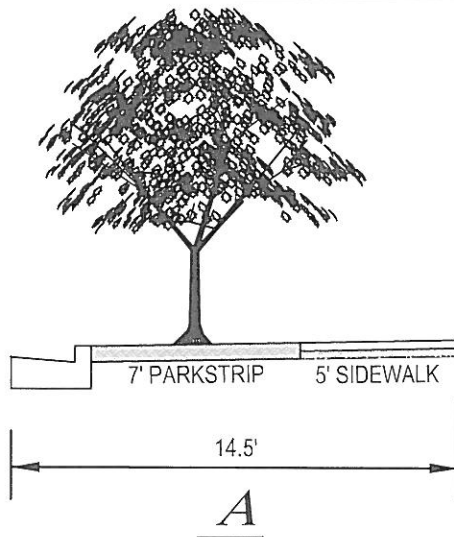
Dave Millheim
City Manager

EXHIBIT A

MINOR COLLECTOR



66-FOOT RIGHT-OF-WAY 2 LANES



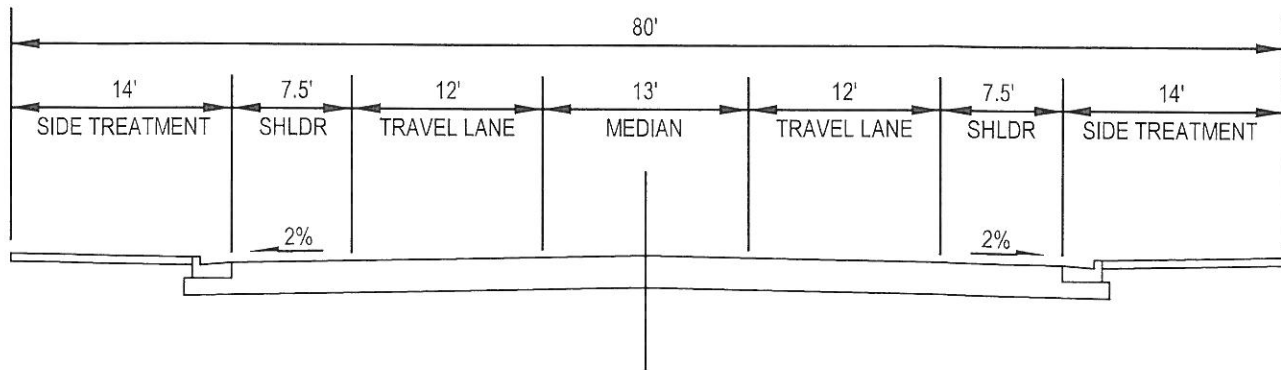
SIDE TREATMENTS

ROAD SECTION

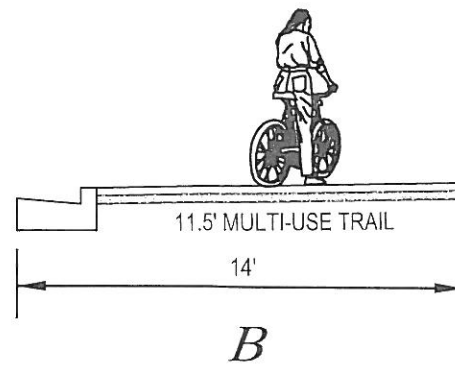
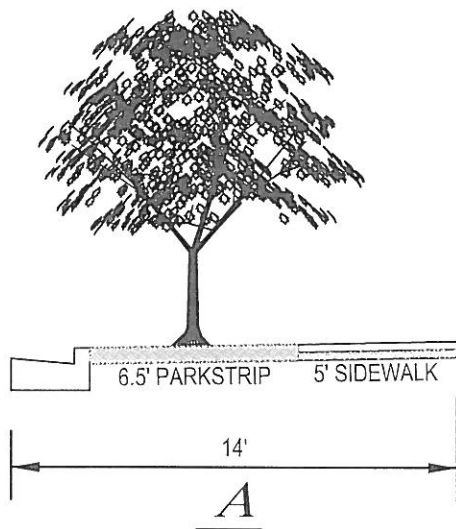
PLAN NO. 260 SP
DRAWING 3 OF 6

EXHIBIT B

MAJOR COLLECTOR



80-FOOT RIGHT-OF-WAY 3 LANES



SIDE TREATMENTS

ROAD SECTION

PLAN NO. 260 SP
DRAWING 4 OF 6

Figure 1: Farmington City at 1525 West – 66' ROW



Figure 2: Farmington City at 1525 West – 66' ROW



Figure 3: Farmington City at the Frontage Road and Glovers Lane



Figure 4: Farmington City at 650West



Figure 5: Park City



Figure 6: Park City



Figure 7: Park City



Figure 8: Holiday



Figure 9: Holiday



CITY COUNCIL AGENDA

For Council Meeting:
November 15, 2016

S U B J E C T: Design Engineer for the 650 West Street Improvement Project

ACTION TO BE CONSIDERED:

Approve design services and contract for the 650 West Street Improvement Project to CRS Engineers for the amount of \$57,975.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell, City Engineer.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

IL. JAMES TALBOT
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DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: November 15, 2016

SUBJECT: **CONSIDER APPROVAL FOR THE DESIGN ENGINEER FOR THE 650 WEST STREET IMPROVEMENT PROJECT**

RECOMMENDATION

Approve design services and contract for the 650 West Street Improvement Project to CRS Engineers for the amount of \$57,975.

BACKGROUND

The City received two proposals to design the 650 Street Improvement Project. The work includes design of the road and all improvements as detailed in the current SAA boundaries. Davis County School District has already completed the design of the majority of the work along the frontage of the high school, the selected engineers will coordinate work with the Districts engineer. Below is a list of the two proposals that were received:

- JUB - \$189,900
- CRS - \$57,975

The project design is planned to be done by the end of January and bid during February of 2017. City staff recommends awarding the design engineering for the 650 West Street Improvement Project to CRS Engineers

SUPPLEMENTAL INFORMATION

1. Proposal
2. Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager



CRS ENGINEERS

2060 East 2100 South, Salt Lake City, Utah 84109
PH 801-359-5565 / FX 801-359-4272

PROFESSIONAL SERVICES AGREEMENT

2060 East 2100 South, Salt Lake City, Utah 84109

PH 801-359-5565 / FX 801-359-4272

FARMINGTON CITY CORPORATION ("CLIENT"), HEREBY AUTHORIZES CRS CONSULTING ENGINEERS, INCORPORATED ("ENGINEER"), A UTAH CORPORATION, TO PROVIDE THE SERVICES DESCRIBED BELOW SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW.

CLIENT is a(n):		Individual <input type="checkbox"/>	Corporation <input checked="" type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>
A. CLIENT INFORMATION:			B. PROJECT DESCRIPTION:		
<i>Client Name:</i> FARMINGTON CITY CORPORATION			<i>Project Name and Location:</i> FARMINGTON SAA		
<i>Representative:</i> CHAD BOSHELL			<i>Estimated Begin/End Dates:</i> NOVEMBER 2016 / UNDETERMINED		
<i>Address:</i> 720 WEST CLARK LANE FARMINGTON UT 84025			<i>CRS Project No.:</i> (TBD)		
<i>Phone:</i> 801-451-2383					

C. ENGINEER'S SERVICES:

ENGINEER shall provide the services set forth below or within the Scope of Services attached hereto and by this reference made a part hereof. Services not expressly set forth below or within attached Scope of Services or otherwise incidental to or implicit in those services, as determined solely by ENGINEER, are not a service of ENGINEER.

Description of Services: SURVEY AND ENGINEERING DESIGN SERVICES FOR THE ROADWAY SECTIONS COMPRISING FARMINGTON SAA AS DESCRIBED IN THE PROPOSAL DATED NOVEMBER 4, 2016 ATTACHED HERETO AND MARKED EXHIBIT A.

D. COMPENSATION:

ENGINEER shall be compensated as described in this paragraph D and within the Scope of Services attached hereto and by this reference made a part hereof, and Article 1 herein. CLIENT shall pay a retainer fee of \$ n/a prior to commencement of ENGINEER'S services. Said fee shall be applied to the final invoice for services provided hereunder. In the event there is conflict between the compensation provision of this paragraph D and the Scope of Services, this paragraph D and Article 1 herein shall control.

LUMP SUM PROJECT IN THE AMOUNT OF FIFTY-SEVEN THOUSAND NINE HUNDRED SEVENTY-FIVE (\$57,975.00) DOLLARS.

HAVING READ, UNDERSTOOD AND AGREED TO THE FOREGOING, AND THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF, CLIENT AND ENGINEER, BY AND THROUGH THEIR AUTHORIZED REPRESENTATIVES, HAVE SUBSCRIBED THEIR NAMES HERETO EFFECTIVE THE LAST DATE APPEARING BELOW.

FARMINGTON CITY CORPORATION

CRS CONSULTING ENGINEERS INCORPORATED

Authorized Signature

By (print):

Title (print):

Date:

Authorized Signature

By (print): Matt Hirst

Title (print): President

Date:



ARTICLE 1. COMPENSATION

- 1.1 Reimbursable Expenses. Reimbursable expenses include all expenditures made by or on behalf of ENGINEER in performing its services hereunder and in the interest of the project.
- 1.2 Progress Payments. CLIENT will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by ENGINEER during the month invoiced. Payment on an invoice is due upon receipt of the invoice by CLIENT. Payments via credit card will only be accepted for the specified amount including the processing fee of 3.25% incurred by ENGINEER from the credit card company. In the event of a dispute regarding an invoice, CLIENT shall pay all undisputed amounts as per this Article and disputed amounts shall be reserved for resolution.
- 1.3 Late Payment/Collection. ENGINEER may assess a carrying charge of 1.5 percent per month on progress payments not made within thirty (30) days of the date of invoice, which charge CLIENT warrants will be paid on demand. ENGINEER may, in its sole discretion and without notice, suspend or terminate its services under this Agreement should CLIENT not pay the amount invoiced within forty-five (45) days of the date of invoice. ENGINEER further reserves the right to withhold from CLIENT any instruments of ENGINEER's service, or copies thereof, developed for CLIENT under this Agreement pending payment on CLIENT's outstanding indebtedness. If it becomes necessary to refer the account to a collection agency CLIENT agree to pay all costs, not limited to, attorney's fees, court costs, costs of preparing documents for court and collection agency fees, whether incurred by filing a lawsuit or otherwise.
- 1.4 Estimates of Compensation. Estimates of ENGINEER'S compensation or fee where surveying services are to be provided only represent ENGINEER'S opinion given the then existing information and circumstances and are not binding upon ENGINEER. Actual compensation or fee for surveying services may vary substantially depending upon conditions beyond ENGINEER'S knowledge or control, including but not limited to adverse weather, lack of adequate monumentation or control, and/or site conditions.

ARTICLE 2. SPECIAL TERMS AND CONDITIONS

- 2.1 Additional Services. Services not expressly or implicitly included with those herein specified, as determined by ENGINEER, are not covered by this Agreement. Such services may be provided only upon the execution of an amendment in compliance with this Agreement.
- 2.2 Construction Estimates. Estimates of construction cost, material quantities and construction time estimates provided by ENGINEER under this Agreement represent its opinion and are subject to change and are contingent upon factors over which ENGINEER has no control. ENGINEER makes no warranty, express or implied, as to the accuracy of such estimates.
- 2.3 Construction Services. Except as may be expressly provided by this Agreement, CLIENT recognizes that ENGINEER'S compensation for any services rendered during construction contemplates one (1) construction contract being let and construction completion within the time period set forth herein. Should the period for construction be exceeded through no fault of ENGINEER or more than one (1) construction contract be let, ENGINEER'S compensation shall be increased for services rendered in relation to such additional contract(s) or beyond said time period. ENGINEER is not responsible for the means, methods or sequences of construction nor for the safety of workers or others at the construction site. Construction review services are neither exhaustive nor continuous and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. ENGINEER is not responsible for the performance or non-performance of the construction contractor or its subcontractor(s).
- 2.4 Termination. This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. This Agreement may be terminated by CLIENT upon seven (7) days written notice to ENGINEER in the event that the Project is permanently abandoned. If this Agreement is terminated through no fault of the ENGINEER, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for ENGINEER'S rescheduling adjustments, reassignment of personnel and related costs incurred due to termination. If this Agreement is terminated by CLIENT for cause, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement.
- 2.5 Representatives. ENGINEER and CLIENT shall designate in writing a person authorized to act as their Representative. Said Representative shall receive and examine documents submitted by the other party and shall interpret and define policies and render decisions and authorizations promptly to prevent unreasonable delay in the progress of the Project.
- 2.6 Prohibition Against Hiring. During the term of this contract ENGINEER and CLIENT shall be prohibited from hiring or otherwise retaining, in any capacity, each other's personnel. This applies to employees and others under contract at any level.
- 2.7 Limitation of Liability. CLIENT agrees to limit the liability of ENGINEER and ENGINEER'S consultants, employees and agents to CLIENT and to all contractors, subcontractors and to all other persons which may arise from or be due directly or indirectly to any strict liability, breach of contract or other duty and/or any professional or other negligent act, error and/or omission of ENGINEER and/or ENGINEER'S consultants, employees or agents in connection with the performance of services for this Project, such that the total aggregate liability of ENGINEER and ENGINEER'S consultants, employees and agents to those named shall not exceed the total contract value or One Hundred Thousand Dollars (\$100,000.00), whichever is the lesser total amount. For the purposes of computing the total aggregate liability to be limited hereunder, the total aggregate liability shall include the attorneys' fees and costs of litigation reasonably incurred by ENGINEER and ENGINEER'S consultants, employees and agents in the defense of such claims. Said limit of liability may be increased prior to the execution of this Agreement up to ENGINEER'S then effective professional liability insurance limits upon CLIENT'S written request and payment of an additional fee as agreed upon by both parties.
- 2.8 Ownership of Documents. All plans, specifications, tracings, notes, data and other documents, including electronic media/disks, are instruments of professional service and

ENGINEER shall retain the ownership and all common law, statutory and other reserved rights, including copyright, in such data and documents. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modification or use on other projects of such instruments of service, or copies thereof, without ENGINEER'S prior express written consent shall be at CLIENT'S sole risk. CLIENT shall hold harmless, indemnify and defend ENGINEER and ENGINEER'S consultants, employees and agents from and against any and all claims and/or liability arising out of any such non-permissive modification or use. Final project deliverable(s) are contingent upon receipt of full payment.

- 2.9 CLIENT Information. ENGINEER and ENGINEER'S consultants shall have the right to rely on any and all information supplied to ENGINEER or ENGINEER'S consultants by or through CLIENT, and shall not have a duty to verify the accuracy of such information unless otherwise expressly agreed herein. CLIENT shall disclose information or knowledge of hazardous materials on the project site. CLIENT shall hold harmless, indemnify and defend ENGINEER and ENGINEER'S consultants, employees and agents from and against any claims and/or liability related, directly or indirectly, to ENGINEER'S or ENGINEER'S consultant's use of or reliance upon any such information.
- 2.10 Record Drawings. Any Record Drawings called for herein will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the Construction Contractor, who is to document such modifications as part of its performance. ENGINEER may rely upon such information and is not responsible for the accuracy of such information as it affects the Record Drawings. Record Drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations or differences.
- 2.11 Site Access. CLIENT shall secure rights of access for ENGINEER to all property reasonably necessary to the performance of ENGINEER'S services.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

- 3.1 Applicable Law. This Agreement shall be interpreted and enforced in and according to the laws of the State of Utah.
- 3.2 Assignment; Subcontracting. Neither CLIENT nor ENGINEER shall assign its interest in this Agreement without the written consent of the other, except that ENGINEER may subcontract any portion of its services without such consent. CLIENT is primarily responsible for the compensation of any person(s) providing such subcontracted services and such person(s) shall have a right of action directly against CLIENT for CLIENT'S nonpayment. This Agreement shall be binding upon and inure to the benefit of the successors, assigns or any other transferees of the signatories hereto. Except as expressly provided in this paragraph, no rights or benefits are conferred to third parties by this Agreement.
- 3.3 Force Majeure. Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) (excluding financial inability) beyond said party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligation of said party as long as performance is delayed or prevented thereby.
- 3.4 Attorney's Fees. In the event of CLIENT'S default, CLIENT shall pay all costs incurred by ENGINEER as a result of said default, including reasonable attorney's fees, whether incurred through initiation of legal proceedings or otherwise.
- 3.5 Severability; Waiver. In the event any term, condition or other provision(s) or any portion thereof of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
- 3.6 Amendments; Merger. This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral.

ARTICLE 4. CONFIDENTIALITY

- 4.1 Confidential Information. Confidential Information means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects (including, without limitation documents, samples, equipment, drawings, etc) that is designated as "Trade Secret", "Confidential", "Proprietary" or some similar designation, or is of such a nature or has been disclosed in such a manner that it should be obvious to the receiving party that such is claimed confidential. Confidential Information includes without limitation a disclosing party's trade secrets, know-how, intellectual property, and proprietary information.
- 4.2 Non-Use and Non-Disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose other than intended as pertains to the Scope of Services defined herein. Each party agrees not to disclose any Confidential Information of the other party to employees or third parties except those who are required to have the information in order to complete the services as defined in the Scope of Services.



November 4, 2016

Chad Boshell P.E.
Farmington City Engineer
720 W Clark Ln.
Farmington, UT 84025

Re: Fee Proposal for Farmington SAA

Dear Chad,

CRS appreciates the opportunity to provide survey and engineering design services for the roadway sections comprising Farmington SAA. We are uniquely qualified with our recent experience within the SAA boundary, that CRS offers unsurpassed value to the project. Our involvement in the following reflects our knowledge of the area, as well as the intricacies that may arise during the design and construction of this project.

- Roadway and utility improvement design for DSD High School #10 both (Glovers Lane and 650 West)
- 650 West roadway design and construction staking to extend roadway improvements from the charter school to the south property line of Farmington Recreation Center
- Right-of-way research and construction staking to relocate Rocky Mountain Power electric power poles to the east side of 650 West in conjunction with Farmington Recreation Center
- Legacy Parkway utility relocations, particularly near the Glovers Lane bridge
- Farmington Creek Box Culvert Bridge and roadway improvements at 500 South and 1100 West
- 30 years' experience as Farmington City Engineer
- 650 West and 1100 West force main replacement designs for Central Davis Sewer District that impact the SAA corridor. Force main relocation bidding documents will be issued to interested contractors on November 9, 2016 with construction completed in 2017
- Traffic Study performed by CRS at the intersection of 650 West and Glovers Lane

Please refer to the attached exhibit which identifies the design and construction limits for the project.

Project Understanding

Recent development in and around the area of the SAA has created the need for roadway improvements to handle the increased traffic. For simplicity, we will divide the various aspects of the work into the following components:

1. **Signalized Intersection 650 W and Glovers Ln** – A new signal will be constructed at the intersection of 650 West and Glovers Lane. CRS will coordinate with Rocky Mountain Power to determine the best location for the signal's power source. The signal will be designed to accommodate pedestrians on all four corners to allow access to and from the new high school.



2. **Existing Roadway Improvements to Remain** - Existing roadway improvements, i.e., curb & gutter, sidewalk and adequate asphalt pavement sections, have previously been constructed and are scheduled to remain. Existing roadway improvements to remain are denoted by a "green" highlighted line on the attached Exhibit. Although the improvements are existing, they will be surveyed with the existing conditions field survey work, providing valuable information for the overall roadway design process. Design will tie into the existing pavement and curb and gutter as shown on Exhibit drawing to remain.
3. **Roadway Design @ DSD High School #10 Frontage** – Under a contract between CRS and Davis School District, CRS has submitted design drawings for the roadway and utility improvements design for the east and north sides of 650 West and Glovers Lane respectfully. CRS currently has completed the majority of the design within the frontage of the new high school which will allow us to complete this area quickly and with less expense to Farmington City. Additional work associated with this area will include the survey of the driveway approaches and utility ties for the south side of the road.
4. **SAA (New) Roadway Improvements** - New roadway improvements are denoted by a "blue" highlighted line on the attached Exhibit. The new road improvements will include the following design items:
 - Existing Conditions and Topographic Survey
 - Prepare Road Demolition Plans (includes required existing property improvements within the right of-way)
 - Prepare Road Improvements and Grading Plans per City Standards (includes residential walk and driveway tie-ins)
 - Prepare signal design drawings for 650 West - Glovers Lane intersection
 - Prepare Road Utility Plans (includes relocation of fire hydrants, water meters, secondary water, service turnouts, adjust valves boxes and manholes to grade, mailbox relocations, and storm drain plan and profile design)
 - Prepare Roadway Striping and Signage Plan(s)
 - Prepare Technical Specifications and Bid Documents
 - Coordination with Jurisdictional Authorities Regarding Various Impacts, i.e., utility conflicts/relocations, permits for construction across UTA right-of-way, Davis County Public Works/Flood Control for storm drainage outfall to Farmington Creek, notifications to various petroleum and gas pipeline companies regarding new roadway improvements at pipeline crossings
 - Property/Deed Research to determine right-of-way



Project Design Scope of Work

Upon Notice to Proceed, CRS will commence right-of-way research and determinations concurrent with existing conditions and topographic field survey work. CAD base mapping will follow shortly after survey data begins to be uploaded in the project files.

1. **Site Survey** – Measure topography and utilities for the 2.5 miles of roadway along Glovers Lane from the west bridge abutment over Legacy Highway to Country Lane, 650 West from a point 1200 feet south of Glovers Lane to the Rec. Center improvements, 500 South from 650 West to 1100 West, and 1100 West from 500 South to the existing curb on the east side of the road just north of the rail trail crossing (See Attachment 1).

Topography will be measured at 50-foot intervals and to a point 10 feet beyond the apparent existing right of way lines to provide adequate surface data for the roadway design. Utilities will also be located and invert elevations measured for roadway design.

Some of this right-of-way has title from previous deeds and dedications; however, the majority of road right-of-way on these streets has no existing title. It exists as a gap between property owners. It is essential that the existing right-of-way be determined by researching deeds for all 139 adjoining properties, along with any surveys, plats, ownership maps, and other critical documents which define the location of the existing right-of-way. These documents will be reviewed, plotted, and compared to occupation lines measured on the ground in order to protect the property rights of the county and all adjoining land owners. This is a detailed and painstaking process but it is critical that it be done at this point to avoid conflict later on.

Acquisition Documents have been excluded from this proposal. City will do outreach notification to residents, providing notification of survey mapping in the area and assist in obtaining access to private property where needed for mapping.

2. **Design Drawings** - As soon as the right of way has been determined, and approved, roadway, utilities and grading designs will commence. Concurrent with the design, demolition plans will be prepared that identify existing improvements which must be removed and/or relocated to construct the work of the project. All plans and profiles will be prepared at a 1 inch = 20 feet scale in accordance with City standards. We anticipate there will be approximately 40 sheets in the drawing set.

- **Plan and profile sheet** will be created for all of the roads, drawings will include grading and elevation information as required for contractor to build.
- **Utility plans** will include storm drainage system design(s), relocation of fire hydrants, adjusting valve boxes and manholes to grade, and irrigation water service turnout relocations/extensions.
- **A Road Striping and Signage Plan** will be prepared as coordinated through Farmington City.
- **Technical specification** will be prepared in accordance with Farmington City standard specifications and jurisdictional utility companies previously listed. The boiler plate section of the project bid documents will be coordinated with Farmington City.
- **Project design reviews** will be held with the City at the 60%, 90% and 100% levels. CRS will prepare and submit (3) sets of documents to the City for these review milestones.



3. **Out of Scope Work** – The following items are excluded from the scope of work but could be completed if requested:

- Utility relocations if required for Rocky Mountain Power, Questar, Comcast, Century Link, Weber Basin Water Conservancy District, Central Davis Sewer, or similar other utilities
- Bridge modifications at 500 S and Farmington Creek
- Right-of way acquisition
- Easement preparation
- Construction staking
- Construction observations
- Work related to the design and construction of the signal at 650 West and Glover Lane
- We have assumed that Bid documents will be released to Bidders via electronic methods. Costs to print and bind hard copy Bid Document sets to said Bidders will be paid by the City.

Project Schedule and Cost

We will perform the scope of work for a **lump sum fee of \$57,975**. Work on this project can proceed on November 16, following acceptance by Farmington City Council at the November 15 meeting. Bidding documents will be prepared and ready for issue by February 1, 2017. Additional work requested and authorized by you that is not included in the scope of work listed above will be billed on a time and materials basis.

We look forward to working with you on this sensitive, high-profile project. Please call me if you have any questions regarding this proposal.

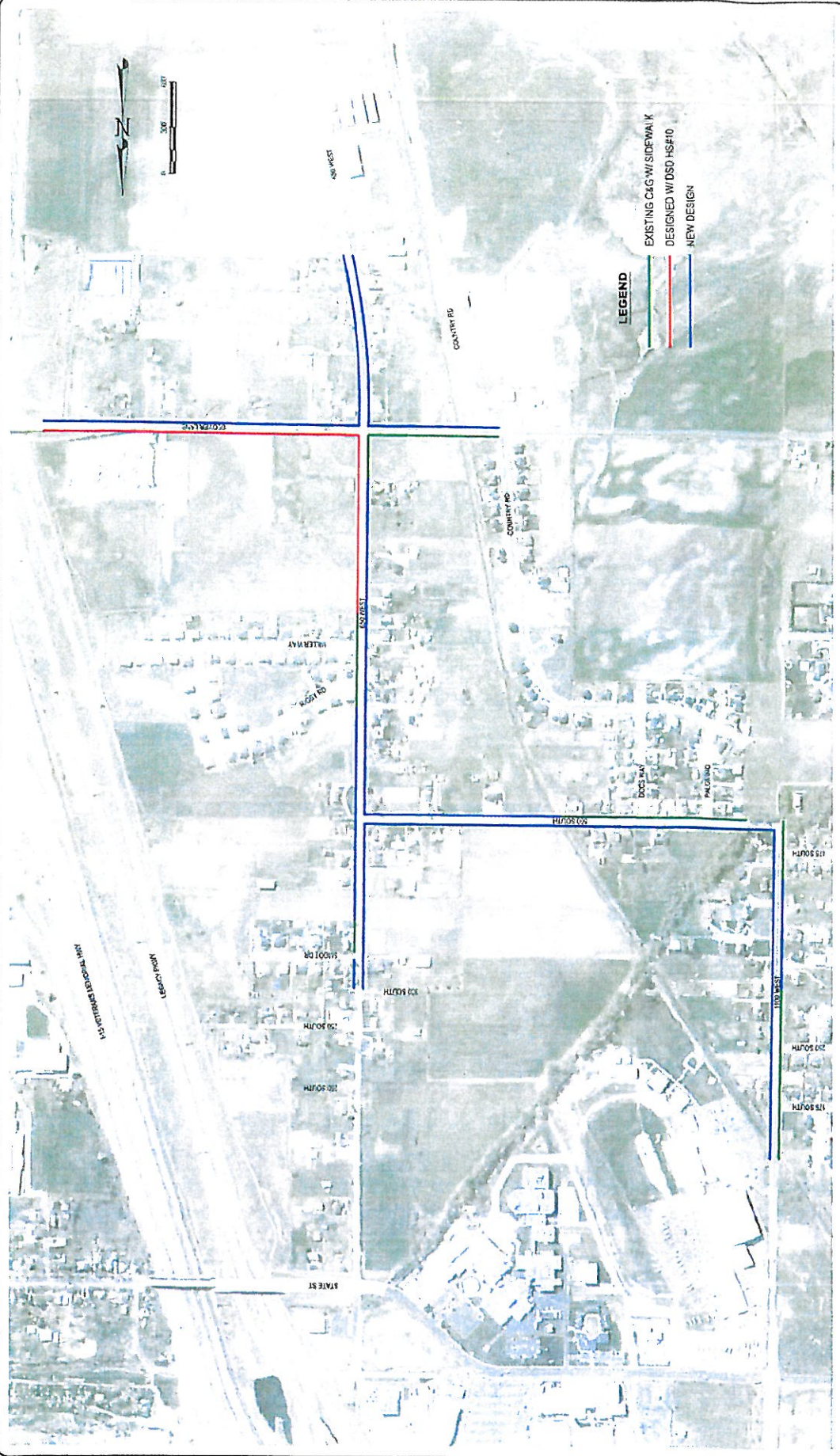
Sincerely,
CRS Engineers

Doug Cromar, P.E.
Senior Project Manager
(801) 557-3627
Doug.cromar@crsengineers.com

Sincerely,
CRS Engineers

Gregory Nelson, P.E.
Site Development Manager
(801) 792-7730
Gregory.nelson@crsengineers.com

Attached Exhibit



SHEET	
1	1

EXHIBIT

FARMINGTON CITY
FARMINGTON SAA
SURVEY AND DESIGN LIMITS EXHIBIT

C S CALDWELL RICHARDS SORENSEN
ANSWERS TO INFRASTRUCTURE

SALT LAKE CITY OFFICE
SALT LAKE CITY, UT 84143
PHONE: 801.399.5252
FAX: 801.399.4372
WWW.CSRIINFRASTRUCTURE.COM

DATE	11/15/2011
BY	J. RICHARDS
CHECKED BY	D. RICHARDS
SCALE	AS SHOWN
PROJECT	FARMINGTON SAA
DATE	11/15/2011

THIS EXHIBIT IS A PART OF THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF CALDWELL RICHARDS SORENSEN. ANY REPRODUCTION OR TRANSMISSION OF THIS EXHIBIT WITHOUT THE WRITTEN CONSENT OF CALDWELL RICHARDS SORENSEN IS PROHIBITED.

DATE	11/15/2011
BY	J. RICHARDS
CHECKED BY	D. RICHARDS
SCALE	AS SHOWN
PROJECT	FARMINGTON SAA
DATE	11/15/2011

CITY COUNCIL AGENDA

For Council Meeting:
November 15, 2016

S U B J E C T: Minute Motion Approving Summary Action List

1. Resolution and Agreement with Davis Metro Narcotics Task Force

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Holly Gadd
Date: November 9, 2016
SUBJECT: **RESOLUTION AND AGREEMENT WITH DAVIS METRO
NARCOTICS STRIKE FORCE**

RECOMMENDATION

Approve the attached Resolution and Agreement with Davis Metro Narcotics Strike Force.

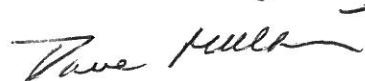
BACKGROUND

Each year the Strike Force is required to submit an Equitable Sharing Agreement and Certification form on line in order to be compliant with the disbursements of Equitable Sharing funds. This year, the US Department of Justice is also requiring all Task Forces submit their Interlocal Cooperation Agreement in writing, signed, and dated this year by all participating agencies and to be reviewed and updated annually with new signatures.

Respectfully Submitted


Holly Gadd
City Recorder

Review & Concur


Dave Millheim
City Manager



Davis County Sheriff's Office
Bountiful Police Dept.
Centerville Police Dept.
Clearfield Police Dept.
Clinton Police Dept.
Farmington Police Dept.

City of Fruit Heights
Kaysville Police Dept.
Layton Police Dept.
North Salt Lake Police Dept.
City of South Weber
Sunset Police Dept.

Syracuse Police Dept.
West Bountiful Police Dept.
City of West Point
Woods Cross Police Dept.
Utah National Guard

Davis County Chiefs of Police and Sheriff Richardson,

Each year our Strike Force is required to submit an Equitable Sharing Agreement and Certification form in order to be compliant with the disbursements of Equitable Sharing funds. This year, the US Department of Justice requires each agency to complete this agreement on-line. The Department of Justice is also requiring all Task Forces submit their Interlocal Cooperation Agreement in writing, signed, and dated this year by all participating agencies. In addition, they are requiring the Interlocal Agreement be reviewed and updated annually with new signatures.

That being said, the last time we signed and dated the Interlocal Cooperation Agreement was back in 2004. I worked with the Davis County Attorney's Office to review and update the Interlocal Agreement, and it has been approved by Davis County Attorney Troy Rawlings.

I need each of you to ensure this agreement is reviewed and signed by your respective City Officials as soon as possible. The US Department of Justice required a newly signed Interlocal Agreement to be submitted by the end of August 2016, which caught all the Task Forces off guard. Our Strike Force is currently in a "non-compliant" status and Equitable Sharing Disbursements to our Strike Force will be suspended until we submit a freshly signed Interlocal Agreement.

I have attached the Interlocal Cooperation Agreement along with a signature page. Once the agreement is signed and dated by your City Officials, please email me a copy of the signature page, which I will attach to the agreement and keep on file.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

Lt. Shawn Horton
Commander Davis Metro Narcotics Strike Force

RESOLUTION 2016-_____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN FARMINGTON CITY, DAVIS COUNTY, AND OTHER PARTICIPATING MUNICIPALITIES, FOR THE CREATION AND AUTHORIZATION OF THE DAVIS METRO NARCOTICS STRIKE FORCE.

WHEREAS, the Interlocal Cooperation Act, set forth at Utah Code Ann. § 11-13-101, et seq., as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for sharing services and facilities;

WHEREAS, Farmington City and the above-listed governmental entities desire to enter into an interlocal cooperation agreement pursuant to the Interlocal Cooperation Act to provide for effective investigation and prosecution of sales of controlled substances within their jurisdictions and other drug enforcement services; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. **Agreement Approved.** The Farmington City Council hereby accepts and approves the attached Interlocal Agreement between Farmington City, Davis County and other participating municipalities, for mutual drug enforcement services.

Section 2. **Mayor Authorized to Execute.** The Farmington City Council hereby authorizes the Mayor of Farmington City to sign and execute said Agreement for and on behalf of Farmington City and to act in accordance with its terms.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 15TH DAY OF NOVEMBER, 2016.

FARMINGTON CITY

BY: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

INTERLOCAL COOPERATION AGREEMENT
DAVIS METRO NARCOTICS STRIKE FORCE

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into by and between DAVIS COUNTY, UTAH, a political subdivision of the State of Utah, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, West Point City, and Woods Cross City.

WITNESSETH

WHEREAS, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, the parties desire to enter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties do hereby agree as follows:

AGREEMENT

Section 1. Effective Date and Duration of Agreement

- A. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date"). This Agreement shall continue and remain in full force and effect for a period of time not to exceed fifty years from the Effective Date of this Agreement (the "Term"), unless terminated by the mutual consent of the parties or terminated in accordance with the termination provisions contained herein. Each party shall review and update this Agreement annually.

Section 2. Strike Force

- A. The parties, through this Agreement, hereby create the Davis Metro Narcotics Strike Force (hereinafter "Strike Force") for the purpose of investigating and prosecuting violations of the controlled substances laws of the State of Utah and the United States of

America at all levels, and to coordinate and/or provide assistance to the member agencies to combat gang-related activities and other major crimes within Davis County.

- B. The Strike Force shall be managed by an Executive Board that shall consist of the following members: The Chief of Police of each participating city's law enforcement department, the Davis County Sheriff, and the Davis County Attorney, or a designated representative as appointed thereto. Executive Board participation is contingent upon participation through assessment fees, or by providing personnel to the Strike Force. Other local, state, or federal law enforcement agencies may attend the board meetings, but shall not have voting status unless they provide funds or personnel to the Strike Force as set forth above.
1. The Executive Board shall, through a two-thirds vote, appoint a Chairperson.
 - a. The Chairperson shall preside over the Executive Board, call meetings as necessary, administer the routine affairs of the Executive Board, and enter into contracts as needed upon approved resolution of the Executive Board.
 2. The duties of the Executive Board shall be:
 - a. Review and coordinate the activities of the Strike Force generally.
 - b. Select a Strike Force Commander.
 - (1) The Strike Force Commander shall be of Lieutenant rank or higher.
 - (2) The Commander shall be in charge of directing Strike Force activities subject to approval of the Chairman and the Executive Board.
 - (3) The Commander shall be responsible for the administrative activities of the Strike Force including, but not limited to, maintaining financial records, coordinating agent training, seeking and preparing Federal and State Grants, and requesting appointment of agents, analysts, and other support staff under the guidance and approval of the Executive Board.
 - (4) The Commander shall select First Line Supervisors of a Sergeant rank or higher who will be responsible for agent supervision, case management, evaluating and supervising field operations, planning and conducting training, assigning and supervising field training operations, and other duties as assigned by the Commander.
 - (5) The Commander shall perform such other duties as required by the Executive Board.
 - c. Establish by-laws and operating policy as needed.
 - (1) By-laws are adopted, amended, or repealed by a two-thirds vote of those present at a meeting of the Executive Board.
 - (2) Operating policy is acted upon as provided by the By-Laws.
 3. Designation of Lead Agency.
 - a. The Executive Board will establish a Lead Agency from one of the agencies that provides personnel to the Strike Force.
 - b. The Lead Agency will remain in place for a term determined by the

- Executive Board, and/or as long as the parent jurisdiction will permit this duty. The Utah Commission on Criminal and Juvenile Justice ("CCJJ") requires a minimum of a four-year commitment from the Lead Agency.
- c. The Lead Agency will manage the grant funding and other finances of the Strike Force according to its parent jurisdiction's policies and procedures.
- C. The Strike Force shall primarily investigate crimes related to controlled substances. The Strike Force has a duty to notify jurisdictions of all crimes discovered in the course of investigation, except such notification may be delayed if, in the discretion of the Strike Force First Line Supervisor, notification will hinder a current Strike Force investigation.
- D. All employees assigned to the Strike Force, except as the Executive Board may otherwise allow, shall be Category I Peace Officers as defined by the laws of Utah.
- E. All of the participants acknowledge and agree that the territorial jurisdiction of the Strike Force is the incorporated and unincorporated areas of Davis County. The participants expressly consent to the investigations conducted by the Strike Force within their geographical boundaries, provided that Strike Force investigators outside of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section 3.
- F. All participants may refer any narcotics investigation within their jurisdiction to the Strike Force. The Strike Force may decline any case for cause.

Section 3. Participants

- A. Parties or participants to this agreement shall consist of two categories:
1. Manpower participants are those agencies that supply personnel to the Strike Force.
 2. Non-manpower participants are those agencies that do not supply personnel, but do contribute funds for the operation of the Strike Force. Agencies that elect to participate through the contribution of funds must comply at all times with the current Assessment Fee Schedule established and approved by the Executive Board.
 3. All participants to this Agreement shall, through their representative on the Executive Board, have voting status. Any reference in this Agreement to an action by vote or any action under by-law requiring a vote shall be done by members of the Executive Board.

Section 4. Costs

- A. The operation of the Strike Force shall be financed by available State and Federal funds secured for such purposes, and by direct contributions of money, personnel, and equipment by the parties to this agreement. The Strike Force Commander shall review budget expenses and funding sources on a yearly basis and submit a proposed budget for the coming fiscal year to the Executive Board for approval.

- B. Each agency providing personnel shall absorb all costs associated with its participation. All salaries including benefits and other obligations of officers and staff assigned to the Strike Force shall be paid by the contributing jurisdiction with the exception of overtime. Overtime is currently reimbursed through grant funding. Should grant funding cease, the contributing agencies will be responsible for overtime. The Strike Force will provide agents with vehicles, fuel, and routine vehicle maintenance. Vehicle insurance, however, will be the responsibility of the contributing agency.
- C. Any agent loaned to another agency may have all costs of that agent paid by the receiving agency unless otherwise approved by the Executive Board.
- D. The Executive Board may approve an operating fund for general costs incurred not directly attributable to any participant herein. Any purchase that exceeds \$7,500 that has not been previously budgeted for out of program income must receive prior Board approval. This does not apply to grant funding, which is governed by grant rules and regulations.
- E. The Strike Force office space is currently funded by a combination of grants and assessment fees. Should grant funding cease, the Executive Board members shall provide the needed office space for the Strike Force. The Executive Board may acquire facilities as needed throughout the county.
- F. The Executive Board shall determine on a yearly basis the appropriate level of funding to be assessed to the agencies that do not provide personnel.

Section 5. Liability & Indemnification

- A. All parties to this Agreement are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by any party of any protections, rights, or defenses applicable under the Act. It is not the intent of any party to incur by agreement any liability for the negligent operations, acts, or omissions of another party or any third party and nothing in this Agreement shall be so interpreted or construed. Each party agrees to indemnify and hold the other parties harmless for any claim, injury, or damage arising out of or connected with the negligent actions or omissions of such other party in connection with any activity contemplated by this Agreement or the operation of the Davis Metro Narcotics Strike Force.
- B. Agencies contributing personnel shall control and conduct the legal defense of its own employees, but shall consult with other participants in any joint defense and shall advise all other participants prior to settling or paying any claim.
- C. Each party agrees to maintain insurance coverage or self-insurance during the term of this Agreement.

Section 6. Participation by Outside Agencies

- A. Governmental entities from different jurisdictions outside Davis County that are not an original party to this Agreement may join the Strike Force with formal approval from the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as determined

appropriate by the Executive Board.

Section 7. Termination Provisions

- A. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 1. The mutual written agreement of the Parties;
 - 2. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and by the passage of resolution by a majority of the governing bodies of the participants authorizing such termination.
 - 3. Upon termination of this entire Agreement, all available program funds (not grant funds) shall be distributed among the current members in proportion to their most recent annual contribution. The costs associated with providing manpower to the Strike Force will also factor into how the program funds are distributed.

Section 8. Withdrawal

- A. Any party may withdraw upon providing thirty days written notice to the Board.
- B. Upon withdrawal of any party, or termination of this Agreement, each party shall retain any property that it provided to the Strike Force. Upon termination of this Agreement, any property obtained in common, or through state or federal grants, shall be disposed of in accordance with the applicable grant policies.

Section 9. Seizures

- A. All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act or gang related activities shall be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to current State and Federal Laws.

Section 10. Policies

- A. All parties hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with its policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the Strike Force.

Section 11. Disciplinary Action

- A. The Strike Force Supervisor may informally discipline an agent for minor complaints/incidents. All complaints/incidents shall be recorded by the Strike Force first line supervisor for evaluation purposes. The Strike Force Supervisor may also recommend to the contributing agency and the Executive Board that an agent be removed from the Strike Force.
- B. All major complaints/incidents will be referred to the contributing agency, and any formal discipline will be the responsibility of the contributing agency.

Section 12. Miscellaneous

- A. Each party and participant hereby represents and warrants that:
1. It is a public agency or public entity within the meaning of the Interlocal Cooperation Act; and
 2. It is duly authorized to execute and perform this Interlocal Agreement; and
 3. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.
- B. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.
- C. This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Interlocal Act.
- D. This Interlocal Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by the governing body of each of the Participants and filing of duplicate originals with the official keeper of records of each party.
- E. As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.
- F. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- G. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- H. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- I. This Agreement is not intended to benefit any party or person not named as party hereto.
- J. The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by any party prior to the date hereof regarding the subject matter herein.
- K. The parties hereto agree to make good faith efforts in resolving any dispute arising out of

or in relation to this Agreement. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

- L. Termination of this Agreement shall not extinguish or prejudice any Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
- M. Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other parties. Any attempt to assign any right or privilege connected with this Agreement without prior written consent of the other parties shall be void.
- O. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed multiple copies or counterparts of this agreement, each of which will be deemed an original.

DAVIS COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
DAVIS COUNTY, UTAH

JOHN PETROFF, Jr., Chairman

ATTEST: CURTIS KOCH
Davis County Clerk / Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____
Davis County Clerk / Auditor

COUNTY ATTORNEY

BOUNTIFUL CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

CENTERVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

CLEARFIELD CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

CLINTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

FARMINGTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

FRUIT HEIGHTS CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

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CITY RECORDER

CITY ATTORNEY

KAYSVILLE CITY

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day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

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CITY RECORDER

CITY ATTORNEY

LAYTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

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CITY RECORDER

CITY ATTORNEY

NORTH SALT LAKE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

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CITY RECORDER

CITY ATTORNEY

SOUTH WEBER CITY

Authorized by Resolution No. _____, authorized and passed on the _____
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By: _____

Title: _____

Date: _____

ATTEST:

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CITY RECORDER

CITY ATTORNEY

SUNSET CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

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Title: _____

Date: _____

ATTEST:

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CITY RECORDER

CITY ATTORNEY

SYRACUSE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

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CITY RECORDER

CITY ATTORNEY

WEST BOUNTIFUL CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

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CITY RECORDER

CITY ATTORNEY

WEST POINT CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

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CITY RECORDER

CITY ATTORNEY

WOODS CROSS CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

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CITY RECORDER

CITY ATTORNEY

CITY COUNCIL AGENDA

For Council Meeting:
November 15, 2016

S U B J E C T: City Manager Report

1. Police Monthly Activity Report for October

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



Farmington City Police Department 2016 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	197	202	220	201	276	298	321	301	239	255		
Total Reports Officer	76	73	106	87	115	117	143	110	96	85		
Crime	86	108	91	95	129	142	145	161	110	153		
Accident	43	18	21	18	35	49	31	34	33	17		
Supp	41	46	36	49	52	59	43	51	44	38		
Citations	83	122	103	68	124	138	108	111	116	85		
Traffic	59	87	74	46	86	86	61	64	63	51		
Speed	13	25	25	13	18	20	7	9	17	11		
Parking	12	12	0	0	0	1	6	0	0	1		
Other	24	35	29	22	38	52	47	47	53	34		
Activities	2243	2250	2547	2231	2700	2932	2889	2757	2510	2323		
Total Hours	750	732	742	802	979	1032	1148	1019	816	914		
Avg/Activity	20	19	17	21	21	21	23	22	19	23		
Investigations Working	77	83	79	60	81	74	69	78	90	90		
# Reports	32	34	36	44	35	54	28	26	38	34		



Farmington City Police Department 2016 - Summary Cont.

		AVG	YTD
Cases		251.00	2510
Reports	Officer	100.80	
	Crime	122.00	
	Accident	29.90	299
	Supp	45.90	
Citations	Total	105.80	1058
	Traffic	67.70	
	Speed	15.80	158
	Parking	3.20	
	Other	38.10	
Activities	Total	2538.20	25382
	Hours	893.40	8934
	Avg/Act	20.60	
Investigations	Working	78.10	
	# Reports	36.10	361

CITY COUNCIL AGENDA

For Council Meeting:
November 15, 2016

S U B J E C T: City Council Committee Updates

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

The City Council will give an update on the various committees they serve on.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
November 15, 2016

S U B J E C T: Mayor Talbot & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.